

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE FIRST NATIONAL PLAZA
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2049 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067
213: 553-8100 TELEX 18-1391

520 MADISON AVENUE
NEW YORK, NEW YORK 10022
212: 418-2100 TELEX 97-1696

1722 EYE STREET, N.W.
WASHINGTON, D.C. 20006
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18 KING WILLIAM STREET
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SINGAPORE 0106
65: 224-5000 TELEX 28754

P.O. BOX 18366
RIYADH 11415, SAUDI ARABIA
966-1-478-7801 TELEX 403631

RECORDATION NO. **15316-A**

DEC 11 1987 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

December 11, 1987

DEC 11 1987

Fee \$ 10.00

ICC Washington, D. C.

PHOTOGRAPHIC UNIT

DEC 11 12 37 PM '87
**ICC OFFICE OF
THE SECRETARY**

Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed are an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document to be recorded is a Lease Agreement Termination (Attachment 1), dated December 11, 1987.

The names and addresses of the parties to the enclosed document are:

Lessor: Electro Motive Division,
General Motors Corporation
LaGrange, Illinois 60525

Lessee: Soo Line Railroad Company
Soo Line Building
105 South Fifth Street
Box 530
Minneapolis, Minnesota 55440

A description of the equipment covered by the enclosed document is set forth in Attachment 2.

A fee of \$10.00 is enclosed. Please return a stamped copy of the enclosed document to the undersigned.

A short summary of the documents, to appear in the Commission's index, follows:

*See & Rubin
Copy to [unclear]*

Noreta R. McGee
December 11, 1987
Page 2

Lease Agreement Termination:

Lease Agreement Termination between Electro Motive Division, General Motors Corporation, LaGrange, Illinois 60525, Lessor, and Soo Line Railroad Company, Soo Line Building, 105 South Fifth Street, Box 6530, Minneapolis, Minnesota 55440, Lessee, dated as of December 11, 1987, which terminates a Lease Agreement entered between the parties dated as of August 13, 1987, assigned ICC Recordation No. 1 53160, filed at 3:00 p.m. on September 28, 1987, and covering 21 General Motors EMD SD-60 Locomotives bearing road numbers SOO 6000-6020, both inclusive.

Very truly yours,

Brian L. Rubin

Richard J. Flynn
Terence M. Hynes
Brian L. Rubin

ATTACHMENT 2

Twenty-One (21) General Motors

EMD SD-60 Locomotives:

<u>Type</u>	<u>Running Numbers</u>	<u>Serial Numbers</u>
SD-60	6000 - 6020, both inclusive	867164-1 - 867164-21, both inclusive

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Brian L. Rubin
1722 Eye Street, N.W.
Washington, D.C. 20006

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/11/87 at 12:45PM, and assigned recordation number(s) - 15316-A & 15407 & 15407-A, B & C

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

LEASE AGREEMENT TERMINATION

RECORDATION NO. 15316-A FILED 1225

DEC 11 1987 - 12 45 PM

This terminates the Lease Agreement, dated August 13, 1987, ("Lease") between Soo Line Railroad Company, ("Soo Line") a Minnesota corporation, and Electro-Motive Division, General Motors Corporation ("EMD"), a Delaware corporation.

WHEREAS, Soo Line and EMD executed a Lease Agreement, dated August 13, 1987, relating to the equipment described in Exhibit A hereto ("Locomotives");

WHEREAS, the Lease was duly filed for recordation with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. §11303, as recorded on September 28, 1987 at 3:00 p.m. Recordation No. 1 5316.

WHEREAS, the parties hereto desire to terminate and cancel the Lease and to record this termination and cancellation;

Now, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Soo Line and EMD agree as follows:

1. Soo Line and EMD hereby terminate and cancel the Lease, effective December 11, 1987,.

2. The parties agree to record this Agreement with the ICC so as to release the lien against the Equipment constituted by the Lease.

3. This Agreement may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Soo Line and EMD have each caused this Termination Agreement to be duly executed by their authorized officers as of the day and year first above written.

SOO LINE RAILROAD COMPANY

By 

Name:

Title:

ELECTRO-MOTIVE DIVISION,
GENERAL MOTORS CORPORATION

By _____

Name:

Title:

STATE OF)
COUNTY OF)

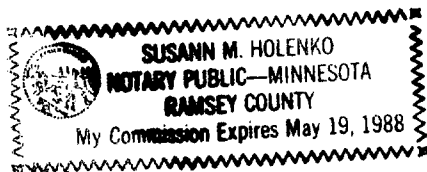
On this _____ day of _____, 1987, before me personally appeared _____, to me personally known, who being by me duly sworn, says that _____ is the _____ of Electro-Motive Division, General Motors Corporation ("EMD"), that said instrument was signed on behalf of EMD by Authority of its Board of Directors, and _____ acknowledged that the execution of the foregoing instrument was the free act and deed of EMD.

Notary Public
My commission expires _____

STATE OF Minnesota)
COUNTY OF Hennepin)

On this 10th day of December, 1987, before me personally appeared James A. Free, to me personally known, who being by me duly sworn, says that he is the Gen. Vice President & Chief Financial Officer of Soo Line Railroad Company ("Soo"), that said instrument was signed on behalf of Soo by Authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of Soo.

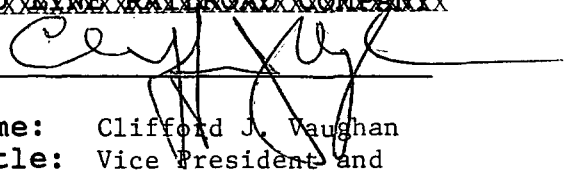
Susann M. Holenko
Notary Public
My commission expires 5/19/88



IN WITNESS WHEREOF, Soo Line and EMD have each caused this Termination Agreement to be duly executed by their authorized officers as of the day and year first above written.

ELECTRO-MOTIVE DIVISION,
GENERAL MOTORS CORPORATION

~~SOO LINE RAILROAD COMPANY~~

By 

Name: Clifford J. Vaughan
Title: Vice President and
General Manager

ELECTRO-MOTIVE DIVISION,
GENERAL MOTORS CORPORATION

By _____

Name:
Title:

STATE OF Illinois)
)
COUNTY OF Cook)

On this 10 day of December, 1987, before me personally appeared Clifford J. Vaughan, to me personally known, who being by me duly sworn, says that is the Vice President & Gen. Manager of Electro-Motive Division, General Motors Corporation ("EMD"), that said instrument was signed on behalf of EMD by Authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of EMD.

Guillermo Acosta
Notary Public
My commission expires April 17, 1988

STATE OF)
)
COUNTY OF)

On this day of , 1987, before me personally appeared , to me personally known, who being by me duly sworn, says that is the of Soo Line Railroad Company ("Soo"), that said instrument was signed on behalf of Soo by Authority of its Board of Directors, and acknowledged that the execution of the foregoing instrument was the free act and deed of Soo.

Notary Public
My commission expires

LEASE AGREEMENT

SEP 28 1987 -3 00 PM

THIS AGREEMENT, made and entered into as of this 7th day of September, 1987, by and between Electro-Motive Division, General Motors Corporation, a Delaware corporation, hereinafter called "Owner", and Soo Line Railroad Company, a Minnesota corporation, hereinafter called "User".

INTERSTATE COMMERCE COMMISSION

OWNER AND USER HEREBY AGREE AS FOLLOWS:

1. Daily Rentals: User agrees to rent from Owner on a daily basis for a period not to exceed 120 days the Locomotives described in Exhibit A, together with all additions and accessories incorporated therein and/or affixed thereto (the "Locomotives"). User shall return the Locomotives to Owner at a point on User's lines designated by Owner at the end of such term. User may, however, return the Locomotives to such a point and terminate its use thereof at any time within the 120 day period. In such circumstances, User shall be liable only for rent due through the date of such return.

User will cause the Locomotives to be kept numbered with the identification numbers thereon at the time of their delivery hereunder and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of the Locomotive, in letters not less than one inch in height, the words "Electro-Motive Division, General Motors Corporation - Owner." User will not place any Locomotive in operation or exercise any control or dominion over the same unless such words are so marked and will replace promptly any such markings which may be removed, obliterated, defaced or destroyed. User will not change the identification number of any Locomotive unless and until a statement of the new number to be substituted therefor shall have been filed with Owner and duly filed and deposited by User in all public offices where this Agreement shall have been filed and deposited.

User will not allow the name of any person, association or corporation to be placed on any Locomotive as a designation that might be interpreted as a claim of ownership.

2. Rent: This Agreement shall commence with respect to each Locomotive when said Locomotive is delivered and accepted by User and shall continue until the final rental payment is made, and rent will commence with respect to each Locomotive on delivery of such Locomotive, which date is herein called the "Rent Commencement Date" and shall continue until the Locomotives are returned to Owner pursuant to Section 1 hereof. The Daily Rental per Locomotive shall be computed in accordance with the following formula:

$$R = \frac{(x + 1\%) (\$1,140,000)}{365}$$

where R = the daily rental
x = the prime or base rate of interest announced
by a majority of the 12 largest U.S. banks
on such date

Such rent shall be payable monthly in arrears with the first rental payment to be made on September 1, 1987 and the last payment made upon the date the Locomotives are returned to Owner.

User shall not be entitled to any reduction of rent, abatement or set-off, counterclaim, recoupment or defense against rent or any other amount payable hereunder for any reason whatsoever, including, but not limited to, reductions, set-offs, counterclaims, recoupments or defenses due or alleged to be due by reason of any past, present or future claims of User against Owner or any other person for any reason whatsoever, except as otherwise provided herein; nor shall this Agreement terminate or the obligations of User be otherwise affected by reason of any defect in the condition, design, operation or fitness for use of the Locomotive or damage to or loss of possession or use or destruction of such Locomotive from whatever cause and of whatever duration, except as otherwise provided herein. User acknowledges that: Owner has no knowledge or information as to the condition or suitability for User's purpose of the Locomotives and Owner's decision to enter into this Agreement is made in reliance on User's undertakings herein, including User's express agreement not to assert against Owner any claims, defenses, set-offs or counterclaims it may now or hereafter have against Owner.

3. Warranties and Representations: Owner warrants and incorporates by reference herein the obligations and warranties as described in the "Attachment to Soo Line Locomotive Purchase Proposal" made a part of that certain Purchase Agreement dated May 28, 1987 between the Soo Line Railroad Company and Electro-Motive Division, General Motors Corporation. There are no warranties, expressed or implied, made by Owner except the foregoing.
4. Place of Payment of Rent: User shall direct payment of the rent to the following address:

Electro-Motive Division
General Motors Corporation
LaGrange, Illinois 60525
Attn: Assistant Comptroller
5. Recordkeeping; Inspection: User agrees to keep and maintain and make available to Owner such record of User's use, operation, inspection, repairs and maintenance of the Locomotives while in its possession as shall be reasonably required by Owner.

Within five days of the end of the term of this Agreement, User will furnish to Owner a certificate signed by the chief mechanical officer of User setting forth the repairs performed on the Locomotives during the term hereof, and such other information regarding the condition and state of repair of the Locomotives as Owner may reasonably request. Owner, at its sole expense, shall have the right by its agents to enter upon the property of User to inspect the Locomotives and the User's records with respect thereto at such reasonable times as Owner may request during the term of this Agreement.

User shall promptly notify Owner of any occurrence of an event of default as defined in Section 19 hereof or default, specifying such event of default or default and the nature and status thereof.

6. Loss or Destruction: In the event that a Locomotive during the term hereof shall become lost, stolen, destroyed, irreparably damaged, permanently rendered unfit for use, or, in the reasonable opinion of User, worn out or damaged beyond the economic limit of repair, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise by the United States Government for a period which shall exceed the then remaining term hereof, or by any other government or governmental entity resulting in the loss of possession by User for a period of 30 consecutive days (such occurrences being hereinafter called "Casualty Occurrences"), User shall notify Owner of such Casualty Occurrence. On the payment date next following the date of such Casualty Occurrence, User shall pay to Owner any unpaid amount due on or prior to such date. In addition, the proceeds of any insurance, any condemnation payment and any other payment received by User in respect of a Casualty Occurrence shall be immediately paid to Owner provided, however, that in no event shall Owner receive more than \$1,140,000 hereunder with respect to any one Locomotive. User and Owner agree that the fair market value of any Locomotive shall in no event be less than \$1,140,000.
7. Indemnity: User agrees to indemnify, protect and hold harmless Owner from and against all losses, damages, injuries, liabilities, claims (including, without limitations, claims for strict liability in tort) and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, but not limited to, counsel fees and expenses, patent, trademark and copyright liabilities, penalties, and interest, arising from or caused directly by: (a) User's failure to promptly perform any of its obligations under the provisions of Sections 1, 2, 6, 7, and 17 of this Agreement, or (b) injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any Locomotive or its location or condition, or (c) inadequacy of any Locomotive, or any part thereof, for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use

thereof or any loss of business; and shall, at its own cost and expense, defend any and all suits which may be brought against Owner, either along or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Owner in any such action or actions; provided, however, that (i) Owner shall give User written notice of any such claim or demand, and (ii) User shall not be required to indemnify, protect, hold harmless and defend Owner for any loss, damage, injury, liability, claim, demand or expense to the extent it results from the gross negligence or willful misconduct of Owner or to the extent such arises from Owner's failure to meet any of its problem correction, performance guarantee, or warranty obligations under Section 3 hereunder. The indemnities arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the expiration or termination of this Agreement.

Except as otherwise expressly provided in this Agreement and subject to the same types of limitations set forth in clause (ii) of the first paragraph of this Section 7, User shall bear the responsibility and risk for, and shall not be released from its obligations hereunder in the event of, any damage to or the destruction or loss of the Locomotives.

8. Compliance with Law; Repair and Maintenance: User shall comply with the FRA, the interchange rules of the Association of American Railroads and all other applicable laws, regulations and requirements with respect to use, maintenance and operation of the Locomotives during the term of this Agreement. User shall use the Locomotives only in the manner for which they were designed so as to subject them only to ordinary wear and tear.

User shall at its own cost and expense, maintain and service the Locomotive in accordance with prudent industry practice including testing and repair of the Locomotives so that the Locomotives will remain (a) in as good operating condition as when delivered (ordinary wear and tear excepted), (b) in compliance with any and all applicable laws and regulations, and (c) suitable for immediate purchase or lease and use by a line-haul railroad in the event of resale or release upon default by User. In no event shall the Locomotives be maintained or scheduled for maintenance on a basis less frequent than the maintenance or maintenance scheduling basis employed as of the date hereof by User for similar equipment. Any parts installed or replacements made by User upon the Locomotives shall be considered accessions to the Locomotives and title thereto shall be immediately vested in Owner, without cost or expense to Owner; provided, however, User may remove from the Locomotives any (a) communications equipment, (b) train control, (c) end of train telemetry, and (d) recording devices, which User paid for and installed but only if such removal may be accomplished without damage to the Locomotives.

9. Assignment by User: User shall not assign or sublet its interest, or any parts thereof, under this Agreement, or permit the use or operation of the Locomotives subject to this Agreement by any other person, firm or corporation, other than wholly-owned subsidiaries, without the prior written consent of Owner. Owner expressly consents to incidental operation and use on railroads other than the Lessee's under standard run-through arrangements.
10. Unless otherwise specifically provided, any notices to be given under this Agreement or any other communications between the parties shall be given by certified mail, postage prepaid in the following manner:
- (a) Notices from Owner to User shall be sent to:
- Soo Line Railroad Company
Soo Line Building, Box 530
Minneapolis, Minnesota 55440
- or to such other address as User may from time to time indicate by written notice to Owner.
- (b) Notices from User to Owner shall be sent to:
- Electro-Motive Division
General Motors Corporation
LaGrange, Illinois 60525
Attention: Manager of New Ventures Operations
11. Quiet Enjoyment: So long as User makes its aforesaid rental payments and otherwise complies with the terms and provisions hereof, User shall be entitled to the use and possession of the Locomotives according to the terms hereof without interference by Owner or by any party lawfully claiming by or through Owner.
12. Authority: The undersigned signatories herewith represent and warrant that they are fully authorized to execute this Agreement and bind the respective parties to the terms and provisions hereof.
13. Protection of Owner's Title: Owner may, at its option, cause this Agreement to be duly filed, registered or recorded in conformity with Section 11303 of the Interstate Commerce Act or other places within or without the United States as Owner may reasonably request for the protection of its title and will furnish Owner proof thereof. User will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments or reasonably requested by Owner, for the purpose of protecting Owner's title to the Locomotives.
14. Taxes: User, or Owner at User's expense, shall report, pay and discharge when due all license and registration fees, assessments, use and property taxes, gross receipts taxes arising out

of receipts from use or operation of the Locomotives including without limitation amounts payable under Sections 2, 6 and 10, hereof and other taxes (excluding any tax measured by Lessor's net income), together with any penalties or interest thereon, imposed by any state, federal or local government upon the Locomotives and whether or not the same shall be assessed against or in the name of Owner or User.

15. Performance Obligations of User by Owner: In the event that the User shall fail duly and promptly to perform any of its obligations under the provisions of this Agreement, Owner may, at its option, perform the same for the account of User without thereby waiving such default, and any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by Owner in such performance, together with interest at the lesser of 1-1/2% per month or the highest amount allowed by law thereon until paid by the User to Owner, shall be payable by the User upon demand as additional rent hereunder.
16. Further Assurance: User shall execute and deliver to Owner, upon Owner's request such instruments and assurances as Owner deems necessary or advisable for the confirmation or perfection of this Agreement and Owner's rights hereunder.
17. User's Covenants: User will: (a) defend at User's own cost any action, proceeding or claim affecting the Locomotives except as stated in Section 7; (b) do everything necessary or expedient to preserve or perfect the Owner's interest in the Locomotives; (c) not misuse, fail to keep in good repair (ordinary wear and tear excepted), secrete, or, without the prior written consent of Owner and notwithstanding Owner's claim to proceeds, sell, rent, lend, encumber or transfer the Locomotives, except as provided in Subsection (e) of this Section; (d) agree that Owner may enter upon User's premises or wherever the Locomotives may be located at any reasonable time and upon reasonable notice to inspect the Locomotives; and (e) except as provided in Section 10 of this Agreement, not permit the use of the Locomotives by any other party, without Owner's consent to be granted in its sole discretion.
18. Default: An event of default shall occur if: (a) User fails to pay when due any installment of rent and such failure continues for a period of 15 days; (b) User shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for 15 days after written notice thereof to User by Owner; (c) User ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a

petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation; (d) within 60 days after the commencement of any proceedings against User seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 60 days after the appointment without User's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; or (e) User attempts to remove, sell, transfer, encumber, part with possession or sublet any of the Locomotives in a manner prohibited hereunder without the consent of Owner.

Upon the occurrence of an event of default, Owner, at its option, may: (a) declare all sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or action or other proceedings either at law or equity to enforce performance by the User of any and all covenants of this Agreement and to recover damages for the breach thereof; (c) demand that User deliver the Locomotive forthwith to Owner at User's expense at such place as Owner may designate on User's Line; and (d) Owner and/or its agents may, without notice or liability or legal process, enter into any premises of or under control or jurisdiction of User or any agent of User where any Locomotive may be or by Owner is believed to be, and retake such Locomotive, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do, User hereby expressly waives all further rights to possession of the Locomotives and all claims for damages suffered through or loss caused by such retaking. If any statute governing any proceeding hereunder specifies the amount of Owner's deficiency or other damages for breach of this Agreement by the User, Owner shall be entitled to provide as and for damages for the breach an amount equal to that allowed under such statute in lieu of any other damages for breach of this Agreement. The provisions of this paragraph shall be without prejudice to any rights given to Owner by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Owner for monies due to Owner hereunder and/or for possession of any Locomotive or for any other relief, User shall pay a reasonable sum as attorneys' fees.

The remedies in this Agreement provided in favor of Owner shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently or consecutively, and shall be in addition to all other remedies in its favor existing at law or in equity. User hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is not, at the time in question, prohibited by law. User hereby waives any and

all existing or future claims to any offset against the rental payments due hereunder, and agrees to make such payments regardless of any offset or claim which may be asserted by the User or on its behalf. Owner and the User agree that Owner shall be entitled to all rights (such rights being fundamental to the willingness of Owner to enter into this Agreement) provided for in the Bankruptcy Code or of any other bankruptcy act, so that Owner shall have the right to take possession of any or all of the Locomotives upon any event of default under this Agreement regardless of whether the User is in reorganization.

No failure by Owner to exercise, and no delay by Owner in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege by Owner preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

19. Choice of Law: This Agreement shall be governed in all respect by the Law of the State of Illinois.
20. Miscellaneous: All transportation charges shall be borne by User. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. This Agreement is irrevocable for the full term hereof and for the aggregate rental herein reserved. User admits the receipt of a true copy of this Agreement.
21. Purchase Agreement of May 28, 1987: Except as stated in this Section 21, Section 3 herein, and the Amendment to Purchase Agreement and Purchase Agreement Attachment dated August 13, 1987, nothing herein shall be deemed to alter, amend or effect the respective rights and obligations of the parties under the Purchase Agreement dated May 28, 1987. The lease of the Locomotives specified in Exhibit A shall not disqualify such Locomotives for purposes of being "new" under the Purchase Agreement dated May 28, 1987.

Date: August 13, 1987

Electro-Motive Division
General Motors Corporation

Attest: *Agnes L. Hyde*

By: *[Signature]*
Title: Divisional Comptroller

Attest: *James P. Morgan, Jr.*

By: *Earl C. Smith*
Title: Executive Vice President

APPROVED AS TO FORM

CERTIFICATE OF NOTARY

Pursuant to the provisions of 49 C.F.R. §1177.3(b), the undersigned Notary Public hereby certifies that the document to which this Certificate is attached is a certified true copy of the Lease Agreement dated as of August 13, 1987 between Electro Motor Division, General Motors Corporation and Soo Line Railroad Company and that the undersigned has compared the copy with the original and has found the copy to be complete and identical in all respects to the original document.

IN WITNESS WHEREOF, the undersigned has set his hand and Official Seal this 21st day of September, 1987.

Robert W. Kleinman
Notary Public

[SEAL]

My commission expires June 25, 1991.

ELECTRO-MOTIVE
Division of General Motors Corporation
LaGrange, Illinois 60525

August 6, 1987

FINAL SPECIFICATION

covering

SOO LINE RAILROAD
Twenty-one (21) SD60 Locomotives
Customer Code No. 1935
EMD Order No. 867164

I. GENERAL

General Motors Locomotive Specification 8128 and Amendment 8128-3, covering the basic 3,800 horsepower Replacement SD60 locomotive, is amended by mutual agreement to include options and modifications detailed below.

These locomotives must incorporate all known mechanical and electrical modifications for SD60 locomotives at time of delivery.

This Supplement is issued for record purposes only to define the locomotives constructed on this order.

II. LOCOMOTIVE OPTIONS AND MODIFICATIONS

A. AIR SYSTEM

1. Air Brake

- a. Basic 26L brake schedule with "26F" control valve with the following features and modifications:
- b. Safety control provided (Pulse Train Sentry II).
- c. Train overspeed limit provided.
- d. Provision for service application including P2A valve and PC switch.
- e. A-1 charging cutoff pilot valve controls the following functions:
 1. Power knockdown from brake valve and/or A-1 charging valve.

f. Air End Connections

1. Basic duplex air end connections.
2. MU hoses at right side of coupler only, as viewed facing end sheet of locomotive.
3. Brake pipe located on right hand side of coupler when facing end plate, both ends.

g. Other Air Brake Modifications

1. Independent brake pressure set (to be determined).
2. Removable offset independent brake valve handle.
3. Removable automatic brake valve handle.
4. Conductor's emergency brake valve in cab provided basically.
5. Three (3) position cutoff valve to be provided on the 26C brake valve.
6. Exhaust port "Y" of the automatic brake valve and exhaust port from the independent brake valve piped below the cab floor.
7. J1.6-16 relay valve provided.
8. MU2A valve provided

2. Air Compressor

- a. One two-stage, three cylinder, water cooled direct coupled compressor, having a displacement of 254 cu. ft. per minute at 900 rpm. Compressor is equipped with large oil capacity, full flow lube oil filtration system, gear type oil pump, drilled rods and disposable intake air filter.
- b. Air compressor synchronization provided.
- c. Dual AAF air compressor filter is provided
- d. Other Air Compressor Modifications:
 1. Basic oil level indicator.
 2. Provision for air compressor clutch provided.
 3. Low oil protection provided

- e. Triangle air cooled air compressor to be applied to the last three (3) units. This application is at the Soo Line's request and will be Soo Line's responsibility for performance and warranty.

3. Gauges and Fittings

- a. Basic 4 - 1/2" air gauges and air flow indicator mounted in a 3 gauge complex.
- b. Test fittings at gauges.
- c. Test fitting (which allows testing under pressure) in air supply line to compressor gauge and unloader switch.

4. Main Reservoir

- a. Filters - Salem 824-370 coalescent filters provided after the #1 main reservoir and the #2 main reservoir - Sarco heated drain valves provided.
- b. Drain Valves and Actuation
 - 1. Automatic drain valves on both main reservoirs.
- c. Other Modifications

None required.

5. Warning Devices

- a. Bell
 - Basic application

- b. Horn

Nathan three-chime horn located on long-hood approximately seven feet from the winterization hatch on locomotive centerline.

B. SANDING

1. Control

- a. Basic inboard-outboard sanding equipment to be applied to locomotive.

- b. Basic electric control only.
- c. EMD "Super Series" wheel slip control system utilizes a controlled creep concept to provide improved locomotive adhesion capability and reduced sand consumption.
- d. Automatic sanding initiated in emergency is basic (60 second).

2. Switches and Lights

- a. Manual (directional) sanding switch is basic non-latching type.
- b. Lead axle sanding switch is basic latching type. An indicating light is provided to show that lead axles sanding is "on".

3. Sand Traps and Related Devices

- a. A total of eight (8) Salem 277-2 sand traps with rotary shut off valves are provided.

4. Sand Box

- a. Capacity

Basic sand box capacity of 28 cu. ft. per end.

5. Other Sanding Modifications

- a. None.

C. MULTIPLE UNIT CONTROL

Multiple unit control is provided. The following modifications/features are provided.

1. Cables

- a. One (1) twenty-seven point jumper cable 9 ft. long provided.
- b. Storage rack for second cable provided.

2. Receptacles

- a. Single twenty-seven point receptacle at each end.
 1. Pin assignments to be AAR standard.
 2. Receptacles to be basic end-plate mounted arrangement.
 3. Dummy receptacles not provided. Permanent mounting chain not provided. (Basic application only.)

3. Other

- a. Fixed walkway ramp provided at both ends.
- b. Bendaway walkway supports to be provided.

D. DYNAMIC BRAKES

1. High capacity extended range dynamic brakes (945 AMP) with the following features and modifications:
 - a. Two (2) speed dynamic brake provided
2. Interlock

D.B.I. is provided. (Type 2)
3. Load Test Provision

Provision is made for load testing locomotive on its own dynamic brake grids.
4. Grid Protection Circuit

Special circuit is provided to nullify dynamic brake in response to grid blower motor failure.
5. Ground Relay Protection

Dynamic brake ground relay protection provided basically.
6. Other Dynamic Brake Modifications
 - a. 16 second rate build up provided
 - b. Continuous dynamic brake operation to be provided.

E. ELECTRICAL CONTROL MODIFICATIONS

Motors are connected in permanent parallel. No motor shunting is provided. AR11WBA-D18A generator is provided basically.

1. Batteries

- a. General HR3300 batteries provided.

2. Auxiliary Generator

18KW AC full voltage operation at low idle (200 RPM).

3. Traction Motor Cutouts

A modification is provided to permit locking out any one motor. This modification automatically reduces horsepower so that the remaining motors are not overloaded.

4. Ground Relay Reset

Microprocessor controlled automatic ground relay reset is provided.

5. Other Control Modifications

- a. None.

6. Microprocessor provides control or diagnostics for:

- a. Grid protection
- b. Self load test
- c. Sixth throttle knockdown
- d. Filter blower circuit breaker indication
- e. Automatic ground relay reset
- f. Two-speed cooling fans

F. ENGINE MODIFICATIONS

Basic 16-710G3 engine provided.

1. Filters

a. Primary (carbody filters)

1. Basic inertial separator, providing filtered air to engine filter and generator-motor blower.

2. Inertial blower motor protection

Basic circuit breaker prevents motor overload.
Microprocessor panel displays the tripped circuit breaker fault.

b. Engine air filters provided.

c. Other Filter Modifications

EMD dual primary fuel filter provided.

2. Oil Pan Capacity

Oversized oil pan, increases lube oil capacity to 436 gallons.

3. Engine Turning Bar or Jack

Not provided.

4. Fuel Oil Preheater

EMD large fuel oil preheater.

5. Bolt-On Stubshaft

Bolted on accessory end engine crankshaft stubshaft provided.

6. Other Engine Modifications

a. Turbocharger screen and trap inspection cover.

b. Engine purge control system which allows a "controlled" start of engine and detection of hydraulic locks.

c. 200 RPM full time low engine idle provided basically.

d. Starter motor thermal overload protection provided.

- e. Mechanical bonded radiator cores provided.
- f. Ogontz auto dump valve provided.

G. TRUCKS

1. Basic HTC single shoe truck design with the following features and modifications:
2. Wheel/Axle/Gear
 - a. Gear Ratio - 70:17 gear ratio provides maximum speed of 70 miles per hour and a minimum continuous speed of 9.8 miles per hour.
 - b. Axles
 1. Axles with 6-7/8" journal diameter provided basically.
 - c. Wheels
 1. Forty-inch wrought or cast steel wheels. Machined witness groove is basic.
3. Journal Boxes
 - a. Timken journal boxes provided
4. Brake Rigging

EMD pin type slack adjusters.
5. Other Truck Modifications
 - a. Project application of 70 tooth carburized gears applied to 36 axles on the last six units.

H. CAB MODIFICATIONS

1. Cab Seats

Three (3) slide-rail mounted cab seats with backrests and armrests provided. Anti-theft feature is provided. (Jagger's Equipment Co.)

2. Water Cooler

- a. Vapor "Tundra" solid state refrigerator is provided.

3. Speed Indicator/Recorder

Pulse SI-80-71W speed-indicator with 48H8C-6 8 event/recorder provided. Speed indicator/recorder to be driven from axle generator.

a. Pacesetter

- 1. Provision for Pacesetter to be provided.
- 2. Radar air blow system to be provided.

4. Temperature Control

Electric cab heating system provided.

5. Cab Flooring

Benelex floor provided

6. Awnings

Prime metal awning provided on both sides of cab.

7. Wind Deflectors

Prime wind deflectors, front only, on both sides of cab provided.

8. Doors, Windows, Glass

a. Cab door lock identification

- 1. Basic door locks (EMD lock/universal).

b. Windows

- 1. High impact glass in all cab windows which comply with FRA requirements.

9. Controller

Basic AAR approved "three-handle" arrangement with separate controls for power and brake.

10. Other Cab Modifications

- a. Barrel bolt lock on inside toilet compartment door.
- b. Electrical cabinet locking arrangement provided. Hasp arrangement is required.
- c. Conductors writing desk is not provided.

I. RADIO

Provision for radio application provided. Provision for E.O.T. equipment.

J. CARBODY

1. Hood Arrangement

Basic low profile short hood. Short hood end of the locomotive is considered the front.

2. No. 1 (front) End Arrangement

- a. EMD "large" snowplow pilot with reinforcing.
- b. Basic side footboard arrangement per FRA requirements provided. 24 inch sidestep with 15 inch bottom clearance.

3. No. 2 (rear) End Arrangement

- a. Basic pilot/hose storage rack assembly.
- b. Side uncoupling arrangement, per FRA requirements provided.
- c. Basic side footboard arrangement, per FRA requirements provided. 24 inch sidestep with 15 inch bottom clearance.

4. Coupler/Draft Gear

NC390 draft gear with high strength "F" coupler, F8306 and high strength knuckle, F111HTS.

5. Lights

- a. The basic complement of lights, specifically including twin sealed beam headlights on both ends is supplemented with the following lights and lighting modifications:

1. Unity Reflectolite Model 6551 roof top beacon to be provided in same location as current beacon on this order.

6. Fire Extinguishers

Basic compliment, consisting of two 20 lb. extinguishers, one in the cab, the other in the engine compartment.

7. Toilet

- a. Inca toilet provided.
- b. Toilet compartment to include drain hole in floor for cleaning.

8. Lifting and Jacking Devices

- a. Jacking pad/cable sling

Basic arrangement only, consisting of four combination sling jacking pads welded to the underframe side sills, near the longitudinal bolster centers.

- b. Supplemental lifting eyes

Lifting eyes in the end sheets at all four (4) corners.

9. Locomotive Weight

Nominal loaded weight including all modifications and supplies is 390,000 lbs. Manufacturing tolerance plus or minus 5,000 lbs.

10. Clearance

EMD to submit clearance diagram.

11. Other Carbody Modifications

- a. Basic hinged engine maintenance doors in top of unit.
- b. Two (2) spare knuckle brackets provided.
- c. Winterization modification provided.

K. FUEL TANK

1. Description

a. Capacity

Optional fuel tank provides 4,500 gallon capacity.

b. Filler Pipes

Two filler pipes each side. One pipe with a "Y" design to provide for 3 fill positions each side.

c. Gauges

1. Top mounted dial-type on one side of tank.

2. One eight inch fill gauge each side.

d. Automatic Fuel Fill Adapters (Shut off Device)

Not provided.

2. Other Fuel Tank Modifications

a. Aeroquip electronic fuel gauge with display mounted in cab and one tank mounted display.

b. Fuel tank vent pipe shortened and cut at 45° angle.

L. STYLING AND PAINTING

1. In accordance with drawings prepared by EMD and approved by Soo Line.

2. Paint

a. Exterior

Upper Locomotive: All exterior carbody surfaces painted with a two color high-solid polyurethane paint scheme consisting of the following colors:

1. Gray

2. Red

b. Exterior

Lower Locomotive: Basic enamel paint provided on the fuel tank, air reservoirs, trucks and other undercarriage surfaces in the following colors:

1. Black

c. Cab interior is painted with Corlar Epoxy Cirrus Gray Enamel EMD P/N 9529317 DuPont 823-Y-67637.

d. The interior of the short hood, long hood and components is painted with Corlar Epoxy Cirrus Gray Enamel EMD P/N 9529317 DuPont 823-Y-67637.

3. Reflective/Non-Reflective Markings

a. 4" stripe of red Scotchlite 3M No. 480 furnished by EMD, to be applied on side sills.

b. 4" wide white Scotchlite 3M No. 480 reflective sheeting furnished by EMD, to be applied on all vertical stepwell handrails per customer drawing No. 54L94. Also apply white Scotchlite 3M No. 480 reflective sheeting to the edge of the bottom step at all four corners.

c. Ten-inch numerals and 48" "Soo" on sides are to be black Scotchlite 3M No. 480. Six inch "SOO LINE" on short hood nose to be white scotchlite 3M No. 480. This Scotchlite material to be furnished by the customer, and applied by EMD. Material will be obtained from:

Mr. L. D. Bell
General Manager Equipment
Soo Line Railroad Company
Box 530
Minneapolis, MN 55440

4. Identification

a. A stenciled "F" is located on the side sill near the end of each side to identify the short hood end as the front. SD60 designation will be stenciled on the front of the locomotive.

b. Number Boxes - Number panels are of fiberglass construction and include black on white background.

- c. Road and serial numbers are as follows:

<u>ROAD NUMBERS</u>	<u>SERIAL NUMBERS</u>
6000 through 6020	867164-1 through 867164-21

- d. Other Identification Modifications

1. Paint marking - location where painted, month, year.
2. On both sides of the engine, just below the cylinder test valves, stencil "710G3 Engine", using at least 2" high numbers and letters.

5. Other Styling and Painting Modifications

- a. Horn will be painted.
- b. Anti-glare pattern not provided on top of short hood.
- c. Black nonskid paint on platform areas applied basically.
- d. All grab irons, handrails, stanchions and ladders to be gray.
- e. All coupling rods to be black.

M. SHIPMENT

1. Consignment and Routing

- a. In accordance with written instructions furnished by customer.

2. Operating Supplies

Units are drained for shipment.

N. DRAWINGS

Standard set of reproducible drawings provided, supplemented as follows:

1. One set of air piping drawings including bill of materials and one set of electrical schematics on half-size mylar. Air brake piping to include gross and net braking ratios. (Mylars of electrical schematics and air piping to be furnished prior to/or at time of delivery).